

**ATTORNEY GENERAL  
DEPARTMENT OF JUSTICE**

33 CAPITOL STREET  
CONCORD, NEW HAMPSHIRE 03301-6397

JOSEPH A. FOSTER  
ATTORNEY GENERAL



ANN M. RICE  
DEPUTY ATTORNEY GENERAL

August 20, 2016

Request for Proposals (RFP)

**ADMINISTRATOR OF FINANCIAL RESOURCES MORTGAGE  
VICTIMS' CONTRIBUTION RECOVERY FUND**

The Director of Charitable Trusts (Director) is seeking an individual with specific expertise and experience to administer the Financial Resources Mortgage (FRM) Victims' Contribution Recovery Fund (Fund) established by 2016 Laws, Chapter 293, NH RSA Chapter 359-P.

**Deadline for Receipt of Proposals**

**4:00 pm October 31, 2016**

**Proposals will be read beginning on November 1, 2016. Any proposals received after the above deadline will be considered if the position is not filled by applicants that submitted by the deadline.**

The Director will address written inquiries received by October 3, 2016 and, if they are determined to be vital to the competitive bidding process, a written response will be posted at [www.doj.nh.gov/charitable-trusts](http://www.doj.nh.gov/charitable-trusts) no later than October 10, 2016. In addition, any modifications to the specifications contained in the RFP shall be made in writing by the Director, in the form of an RFP Addendum, posted at [www.doj.nh.gov/charitable-trusts](http://www.doj.nh.gov/charitable-trusts) no later than October 10, 2016, and no other changes will be entertained after that date. Updated information relating to the fund will be posted from time to time at [www.doj.nh.gov/charitable-trusts](http://www.doj.nh.gov/charitable-trusts). Verbal agreement or instruction from any other source is not authorized or binding on the State of New Hampshire.

**Proposal Inquiries**

All questions about this RFP should be submitted by postal or electronic mail to:

FRM Victims' Contribution Recovery Fund

c/o Charitable Trusts Unit

33 Capitol Street

Concord, NH 03301

Email: [frm.fund@doj.nh.gov](mailto:frm.fund@doj.nh.gov)

No telephone inquiries

## **Purpose**

The purpose of this RFP is to seek proposals for an individual to serve as the administrator performing the tasks outlined in RSA 359-P:4 to accomplish the goals of RSA Chapter 359-P

### **1.0 Services to be provided**

Upon selection and confirmation, the successful individual or entity will be able to:

- Solicit and collect contributions for the Fund
- Develop and distribute applications for recovery assistance from the Fund
- Review applications for assistance and make awards in accordance with the statutory criteria
- Communicate as needed with the Director and submit a formal report annually to the Director detailing the fundraising efforts, applications received, applications reviewed and awards made
- Provide other services as needed to fulfill the purpose of RSA Chapter 359-P.

### **2.0 Conflicts of Interest**

Should the successful individual receive an application for recovery assistance that creates a conflict of interest (appearance of, or actual), the individual must consult with the Director prior to reviewing the application or making an award.

### **3.0 Minimum Requirements**

- 3.1** Attorney in good standing with the bar of the highest court of a state, or a certified public accountant, or a graduate from an accredited college or university with a bachelor's or master's degree in a business-related field of study;
- 3.2** Possess integrity and good moral character;
- 3.3** Be mentally and physically able to perform the administrator's duties, including fundraising and claims administration;
- 3.4** Be courteous and accessible to all parties with reasonable inquiries or concerns about applications for recovery assistance;
- 3.5** Be free of prejudices against an individual or group of individuals which would interfere with the unbiased performance of the administrator's duties;
- 3.6** Not aware of a family relationship with a potential applicant for recovery assistance;
- 3.7** Not aware of a business/professional relationship with a potential applicant for recovery assistance;
- 3.8** At least five (5) years of relevant experience.

#### **4.0 Compensation**

The selected person will be compensated in a calendar year no more than 10 percent of private sector contributions received in that calendar year. RSA 359-P:4.

#### **5.0 Terms and Conditions**

- 5.1** The State shall not be responsible for or pay for any cost incurred by the applicant in the preparation of the proposal submitted in response to this RFP.
- 5.2** The Director reserves the right to reject all proposals submitted in response to this RFP. In addition, the distribution of this RFP shall not commit the State to issue a contract.
- 5.3** If the Director chooses to award a contract in response to this RFP, the contract will be developed by the Director for approval by Governor and Council. This contract shall be in the form of a State of New Hampshire Form P-37, which is attached as Appendix A. The contract will incorporate by reference all provisions of this RFP and the successful applicant's proposal. In preparing a contract with the successful applicant, the Director reserves the right to negotiate and clarify any terms and conditions contained in the proposal.
- 5.4** Public announcements or news releases pertaining to the award of a contract shall not be made until the contract is approved by Governor and Council
- 5.5** The State shall not be responsible for any work performed by the successful applicant prior to the effective date of a contract approved by Governor and Council, or a limited, short-term contract could be issued by the Director to cover the period before Governor and Council approval.
- 5.6** Unless otherwise deleted or modified by mutual agreement between the State and the selected individual or entity, all general provisions contained on pages 2-4 of Form P-37 State Contract, attached, shall be incorporated in the contract.
- 5.7** All obligations of the State, including the continuation of payments under an approved contract, shall be contingent upon RSA Chapter 359-P remaining in full force and effect. The State shall have the right to terminate or amend the contract immediately should that statute no longer remain in full force and effect.
- 5.8** When delivering services under an approved contract, the selected individual shall work under the broad supervision of the Director for this project, but the State shall not provide any material support to the selected individual.
- 5.9** The Director expects to award a contract to the successful bidder for a period of two years, with the option to renew the contract for additional year(s).
- 5.10** All bidders that are business entities will be required to provide the Director with a recent financial statement or most recent audit and certificate of good standing from the Secretary of State's Office. In order to do business with the State of NH, you must have registered your business with the Secretary of State's Office. If you have not done so, here is the link:

[http://sos.nh.gov/corp\\_div.aspx](http://sos.nh.gov/corp_div.aspx) - See *NH QuickStart*. Business entities and individuals may be subject to a credit check.

**5.11** In addition, the selected person will also have to have a vendor code for the State of New Hampshire, for which you can apply at this link:

[https://admin.state.nh.us/purchasing/vendorregistration/\(S\(01cza4abhassi355n04kq545\)\)/welcome.aspx](https://admin.state.nh.us/purchasing/vendorregistration/(S(01cza4abhassi355n04kq545))/welcome.aspx)

**5.12** A proposal must remain confidential until the Effective Date of any resulting Contract as a result of this RFP. A proposer's disclosure or distribution of proposals other than to the State will be grounds for disqualification.

## **6.0 Bid Procedures**

**6.1** An original and three identical copies of a formal proposal must be sent or delivered to the Director by September 30, 2016 at 4:00 pm. The maximum number of points to be awarded for each of the proposal elements is shown in parentheses. Each proposal shall include and will be evaluated based on the following criteria:

- a. a detailed statement as to how the applicant meets the Minimum Requirements, including references (35 points);
- b. a statement describing the applicant's interest in this project and the relevance of this contract to the applicant's service interest and experience (10 points);
- c. a detailed fundraising plan to collect contributions for the fund, including suggested targets to solicit contributions, describing the applicant's related experience, insights and/or proposed approach (25 points); and
- d. a detailed plan for handling claims applications, review of applications and award of recovery assistance, describing the applicant's related experience, insights and/or proposed approach (30 points).

**6.2** In order to provide bidders with the opportunity to present a response to this RFP which best presents their credentials and approach, no page limit has been established for the proposal. However the bidder's ability to develop a concise proposal which responds to all of the elements listed in the Services to be Provided will be considered in rating the proposal. Supplementary materials may be included as part of the submittal. These should either explain or expand upon information presented in the formal proposal. All supplementary materials must be clearly identified (e.g., Appendix A, B, etc.) and cross-referenced in the text of the formal proposal.

**6.3** Qualified applicants may, at the sole discretion of the Director, be asked to meet with the Director to discuss their proposals.

## **7.0 Evaluation of Proposals**

**7.1** All proposals will be reviewed and rated by the Director. Each proposal will be rated in accordance with the requirements established in this RFP. The maximum number of points for each of the required elements of a proposal is identified in subsection 7.1. The Director shall be under no obligation to contact bidders for clarification of their proposals, but it shall reserve the right to do so at any time prior to the awarding of a contract.

**7.2** If the Director chooses to award a contract relative to this RFP, it shall be to the applicant who receives the highest total rating as a result of the proposal evaluation process.

## **8. Confidentiality and Public Posting of Proposals**

Pursuant to the relevant statutes and regulations, all responses to this RFP shall be considered confidential until the award of a contract. At the time of receipt of proposals, the State will post the number of responses received with no further information. No later than five (5) business days prior to submission of a contract resulting from this RFP to Governor & Executive Council, the State will post the name, rank and score of each proposer.

The content of each proposal shall become public information upon the Effective Date of any resulting Contract. Any information submitted as part of a response to this request for proposal (RFP) may be subject to public disclosure under RSA 91-A. In addition, in accordance with RSA 9-F:1, any contract entered into as a result of this RFP will be made accessible to the public online via the website Transparent NH (<http://www.nh.gov/transparentnh/>). Accordingly, business financial information and proprietary information such as trade secrets, business and financials models and forecasts, and proprietary formulas may be exempt from public disclosure under RSA 91-A:5, IV. If you believe any information being submitted in response to a request for proposal, bid or information should be kept confidential as financial or proprietary information; you must specifically identify that information in a letter to the agency, and should mark/stamp the materials as such. Marking of the entire Proposal or entire sections of the Proposal (e.g. pricing) as confidential will neither be accepted nor honored. Notwithstanding any provision of this RFP to the contrary, Contractor pricing will be subject to disclosure upon approval of the contract by the Governor and Council. The State will endeavor to maintain the confidentiality of portions of the Proposal that are clearly and properly marked confidential. If a request is made to the State to view portions of a Proposal that the Contractor has properly and clearly marked confidential, the State will notify the Contractor of the request and of the date and the State plans to release the records. A designation by the Contractor of information it believes exempt does not have the effect of making such information exempt. The State will determine the

information it believes is properly exempted from disclosure. By submitting a Proposal, Contractors agree that unless the Contractor obtains a court order, at its sole expense, enjoining the release of the requested information, the State may release the requested information on the date specified in the State's notice without any liability to the Contractors.

**9. Award of Contract**

In accordance with RSA 21-G:37 IV, a proposer questioning the Director's identification of the selected proposer may request that the Director review its selection process by submitting a written request to the Director within 5 business days after the rank is posted on the Department of Justice website. This process represents the sole remedy for challenging the award of a contract pursuant to this RFP.

**10. Insurance**

The successful applicant will be responsible to procure insurance coverage as set forth in Section 14 of Form P-37, attached.

Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

The State of New Hampshire and the Contractor hereby mutually agree as follows:

**GENERAL PROVISIONS****1. IDENTIFICATION.**

1.1 State Agency Name		1.2 State Agency Address	
1.3 Contractor Name		1.4 Contractor Address	
1.5 Contractor Phone Number	1.6 Account Number	1.7 Completion Date	1.8 Price Limitation
1.9 Contracting Officer for State Agency		1.10 State Agency Telephone Number	
1.11 Contractor Signature		1.12 Name and Title of Contractor Signatory	
1.13 Acknowledgement: State of _____, County of _____  On _____, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12. 1.13.1 Signature of Notary Public or Justice of the Peace  <div style="text-align: center;">[Seal]</div> 1.13.2 Name and Title of Notary or Justice of the Peace			
1.14 State Agency Signature		1.15 Name and Title of State Agency Signatory	
<div style="text-align: right;">Date:</div>			
1.16 Approval by the N.H. Department of Administration, Division of Personnel <i>(if applicable)</i>			
By:		Director, On:	
1.17 Approval by the Attorney General (Form, Substance and Execution) <i>(if applicable)</i>			
By:		On:	
1.18 Approval by the Governor and Executive Council <i>(if applicable)</i>			
By:		On:	

**2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED.** The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

**4. CONDITIONAL NATURE OF AGREEMENT.**

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

**5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.**

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

**6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.**

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

**7. PERSONNEL.**

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this



Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

## **8. EVENT OF DEFAULT/REMEDIES.**

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

## **9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.**

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

**10. TERMINATION.** In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

**11. CONTRACTOR'S RELATION TO THE STATE.** In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

## **12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.**

The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

**13. INDEMNIFICATION.** The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

## **14. INSURANCE.**

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate ; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

**15. WORKERS' COMPENSATION.**

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A (*"Workers' Compensation"*).

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

**16. WAIVER OF BREACH.** No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

**17. NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

**18. AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no

such approval is required under the circumstances pursuant to State law, rule or policy.

**19. CONSTRUCTION OF AGREEMENT AND TERMS.**

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

**20. THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

**21. HEADINGS.** The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

**22. SPECIAL PROVISIONS.** Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

**23. SEVERABILITY.** In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

**24. ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.